

| ORDER FOR SUPPLIES OR SERVICES | | | | | | | | | | PAGE 1 OF 21 | | | |
|---|--|--|--|---|--|--|--|---|-------------|---------------------------------|--|------------|--|
| 1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. W912DW-05-P-0316 | | | 2. DELIVERY ORDER/ CALL NO. W912DW | | 3. DATE OF ORDER/CALL (YYYYMMDD) 2005 Aug 26 | | 4. REQ./ PURCH. REQUEST NO. W68MD9-5220-2435 | | 5. PRIORITY | | | | |
| 6. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT 4735 EAST MARGINAL WAY SOUTH SEATTLE WA 98134-2329 | | | 7. ADMINISTERED BY (if other than 6) USA ENGINEER DISTRICT, SEATTLE ANGELA DEXTER PH: 206-764-6801 FAX: 206-764-6817 ANGELA.DEXTER@US.ARMY.MIL SEATTLE WA | | 8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other) | | | | | | | | |
| 9. CONTRACTOR NAME NEALS STRUCTURAL REPR AND KENT NEAL ADDRESS PO BOX 64 NOXON MT 59853-0064 | | | 10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE 12. DISCOUNT TERMS Net 30 Days | | 11. MARK IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED | | 13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15 | | | | | | |
| 14. SHIP TO LIBBY DAM PROJECT OFFICE 17155 HIGHWAY #37 LIBBY MT 59923-9703 | | | 15. PAYMENT WILL BE MADE BY US ARMY CORPS OF ENGRS FINANCE CENTER CEFC-AO-P 901-874-8556 5722 INTEGRITY DRIVE MILLINGTON TN 38054-5005 | | 16. TYPE OF ORDER DELIVERY/ CALL PURCHASE X | | | | | | | | |
| ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME. | | | | | | | | | | | | | |
| NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED (YYYYMMDD) <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: | | | | | | | | | | | | | |
| 17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule | | | | | | | | | | | | | |
| 18. ITEM NO. | | 19. SCHEDULE OF SUPPLIES/ SERVICES | | | | 20. QUANTITY ORDERED/ ACCEPTED* | | 21. UNIT | | 22. UNIT PRICE | | 23. AMOUNT | |
| | | SEE SCHEDULE | | | | | | | | | | | |
| * If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle. | | | | 24. UNITED STATES OF AMERICA TEL: (206) 764-6696 EMAIL: sharon.j.gonzalez@usace.army.mil BY: SHARON GONZALEZ | | | | 25. TOTAL 26. DIFFERENCES | | \$52,500.00 | | | |
| 27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED | | | | | | | | | | | | | |
| b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | | | c. DATE (YYYYMMDD) | | d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | | |
| e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | | | 28. SHIP NO. | | 29. DO VOUCHER NO. | | 30. INITIALS | | | |
| f. TELEPHONE NUMBER | | g. E-MAIL ADDRESS | | | | <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | 32. PAID BY | | 33. AMOUNT VERIFIED CORRECT FOR | | | |
| 36. I certify this account is correct and proper for payment. | | | | | | 31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | | | 34. CHECK NUMBER | | | |
| a. DATE (YYYYMMDD) | | b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | | | 35. BILL OF LADING NO. | | | | | | | |
| 37. RECEIVED AT | | 38. RECEIVED BY | | 39. DATE RECEIVED (YYYYMMDD) | | 40. TOTAL CONTAINERS | | 41. S/R ACCOUNT NO. | | 42. S/R VOUCHER NO. | | | |

Section B - Supplies or Services and Prices

Payment by Millington**Web Invoicing System (WInS)**

WInS is an optional online invoicing system providing Department of Defense vendors an electronic means of submitting invoices for payment. Vendor registration for WinS is accomplished through the following DFAS website: <https://ecweb.dfas.mil>

At the website click on NEW Account to register and select "USACE" as the payment system name. The payment office code and location is "TO-UFC Millington". To establish an account in WInS, vendors must be registered with the Central Contractor Registration (CCR).

Verbal notice to proceed was given to Kent Neal on 26 August 2005 by Angela Dexter.

Period of Performance: The Contractor shall coordinate their work schedule with the government beginning 26 August 2005. All work will be completed no later than 1 October 2005.

Quality Assurance Representative is Brain Applebury at 406-293-7751, ext 245

CF:

Contractor: **Neal Structural Repr**

Point Contact: Kent Neal email: nsr@blackfoot.net

Phone: 406-847-4239, Fax Number: 406-847-5167

File

| ITEM NO | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|---------|-------------------|----------|----------|-------------|-------------|
| 0001 | | 1 | Lump Sum | \$52,500.00 | \$52,500.00 |

Murray Springs Raceway Repairs
FFP

Provide all labor, material, and equipment to repair Fish Rearing Raceway Number1 de-water, pressure wash, clean, perform epoxy injection into existing cracks, and coat walls with waterproofing/sealing coating in the fish rearing raceway no. 1 at the Murray Springs Hatchery near Eureka, Montana in accordance with the attached "Statement of Work" dated 18 August 2005 and drawing.

PURCHASE REQUEST NUMBER: W68MD9-5220-2435

| | |
|---------|-------------|
| NET AMT | \$52,500.00 |
|---------|-------------|

| | |
|-----------------------|-------------|
| ACRN AA Funded Amount | \$52,500.00 |
|-----------------------|-------------|

FOB: Destination

Section C - Descriptions and Specifications

STATEMENT OF WORK
REPAIR OF CRACKS IN CONCRETE WALLS
FISH REARING RACEWAY NO 1
MURRAY SPRINGS FISH HATCHERY
LIBBY DAM PROJECT
EUREKA, MONTANA

18 August 2005

1. DESCRIPTION OF WORK: This project includes all labor, material, and equipment required de-water, pressure wash, clean, perform epoxy injection into existing cracks, and coat walls with waterproofing/sealing coating in the fish rearing raceway no. 1 at the Murray Springs Hatchery near Eureka, Montana.

1.1 Area Description: Project area is located at:

Murray Springs Fish Hatchery
Fish Rearing Raceway Number 1

1.2 The principle items of work to be accomplished at Murray Springs Fish Hatchery are as follows:

1.2.1 Dewatering

Drain structure and seal water inlets /outlets with pneumatic expanding plugs or other similar methods at will keep raceways dry and isolated for other hatchery equipment.

1.2.2 High Pressure Clearing

1.2.2.1 High pressure (5000 psi) water blast all walls and floors of raceway No. 1 with the exception of exterior surface of outer walls. Contractor will assure this process will remove the existing paint and prepare the surface for the new waterproofing coating.

1.2.2.2 Residue removal. Contractor will be responsible for removal of all debris, residue and paint from raceway. Contractor is responsible for disposal of all debris, residue and paint at an offsite site and in a legal manor.

1.2.3 Repair existing cracks with epoxy injection.

Raceway No.1 has approx. 254 l.f. of exterior concrete walls. In these walls there exists approx. 520 l.f. of cracks. Contractor shall be responsible to inject epoxy into cracks to achieve a structural repair and sealing. Sikadur 35, Mi-Mod Lv or equal epoxy shall be used to accomplish this repair.

1.2.4 Surface Patching

Contractor shall repair all areas where significant spalling or delaminating has already occurring or was caused during the water blasting process. SikaTop 123 (polymer-modified mortar) or equal shall be used for this process.

1.2.5 Surface Coating

Contractor shall apply a coating of SikaTop 144 or equal to all interior walls that have been subject to water blasting procedures. Adequate sealing should be accomplished with one coat. However, it is possible that more than one coat may be necessary in some areas to achieve proper sealing.

1.2.6 Exterior Walls Surface Treatment

Contractor shall be responsible for removal of excess resin (epoxy grout) and cover paste placed (used) during the crack repairing process, once the process is complete and has had time to cure properly. Exterior walls shall receive an application of “rubbed surface” treatment to restore the exposed surface of the walls.

2. DRAWINGS AND SPECIFICATIONS

2.1 Drawings: Provided upon request.

2.2 Specifications: All applications and usage of epoxy grout, polymer-modified Portland cement coating and other products shall be in accordance with manufacturer’s recommendations.

3. CONSTRUCTION PHASING AND RESTRICTIONS

3.1 Work Coordination

3.1.1 Work must be coordinated with the Quality Assurance Representative.

3.1.2 The contractor shall attend a pre-work meeting presided by the C.O.E. Project Lead prior to commencing construction activities. The contractor shall submit a construction schedule, submittals and a Work Plan (as described below) at that meeting for government approval unless items have been previously approved by the government.

3.2 Interface with Facility Manager and Users

Fish hatchery personnel (manager) require two week notification before commencement of work. Fish hatchery personnel will remove and reinstall metal walkway and other hardware necessary for the accomplishment of the work.

3.3 The contractor shall work during normal working hours or as approved by the QAR.

3.4 Work must be performed in accordance with all applicable federal, state, regional and local regulations.

3.5 All work shall be performed in accordance with the Corps Safety Manual, EM385-1-1.

3.6 All applicable insurance coverage will be required.

3.7 Weekly coordination meeting will be required.

3.8 Variations to design and or work plan must be coordinated and approve by the Quality Assurance Representative.

4. PERFORMANCE PERIOD

4.1 The contractor shall begin all work within 10 days after the date of the Notice to Proceed from the government and complete all work under this work order, including final cleanup of the premises, within 60 days after date of receipt of Notice to Proceed from the Government. Desired repair period is from date of award until 1 October 2005.

5. SUBMITTALS AND COMPLETION REQUIREMENTS

5.1 The contractor shall provide the following submittals (3 copies) for Government approval.

5.1.1 Site Specific Accident Prevention Plan

5.1.2 Work Plan

5.1.3 Work Schedule

5.1.4 Environmental Protection Plan

5.1.5 Hazardous and Non-hazardous waste disposal plan

5.1.6 Hazardous Material Safety Plan.

6. CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

6.1 The government shall make available to the contractor, from existing outlets and supplies, reasonable amounts of potable water without charge.

6.2 Reasonable amounts of electricity shall be made available by the government, without charge, to the contractor for performing work at the work area.

6.3 A staging area shall be provided for the contractor as directed by the Quality Assurance Representative QAR.

7. POINTS OF CONTACTS

7.1 Quality Assurance Representative: Brian Applebury

8. PAYMENT

8.1 Request a copy be mail to Dawn Sonju, Libby Dam Project Office, 17115 Highway 37,
Libby, MT 59923.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 96X31230000 082433 2520D4LG2J067352 NA 96453
COST 000000000000
CODE:
AMOUNT: \$52,500.00

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

| | | |
|----------------|--|----------|
| 52.223-3 | Hazardous Material Identification And Material Safety Data | JAN 1997 |
| 52.223-3 Alt I | Hazardous Material Identification and Material Safety Data (Jan 1997) - Alternate I | JUL 1985 |
| 52.233-1 | Disputes | JUL 2002 |
| 52.242-15 | Stop-Work Order | AUG 1989 |
| 52.243-1 | Changes--Fixed Price | AUG 1987 |
| 52.243-1 Alt I | Changes--Fixed Price (Aug 1987) - Alternate I | APR 1984 |
| 52.249-4 | Termination For Convenience Of The Government (Services) (Short Form) | APR 1984 |
| 252.223-7004 | Drug Free Work Force | SEP 1988 |

CLAUSES INCORPORATED BY FULL TEXT

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)
(JUL 2005)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Jul 2004).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts over \$25,000).

(vi) 52.222-41, Service Contract Act, As Amended (JUL 2005) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands.)

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the **acquisition--**

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (Oct 2003). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).))

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acq.osd.mil/dp/dars/dfar.html>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is

determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

SERVICE RATE
94-2317 MT, STATEWIDE

WAGE DETERMINATION NO: 94-2317 REV (21) AREA: MT, STATEWIDE

HEALTH AND WELFARE LEVEL - INSURANCE ONLY **OTHER WELFARE LEVEL WD: 94-2318

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of LaborU. S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D. C. 20210William W. Gross Division of
Director Wage DeterminationsWage Determination No.: 1994-2317
Revision No.: 21
Date Of Revision: 06/09/2005State: Montana
Area: Montana Statewide

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE

MINIMUM WAGE RATE

01000 - Administrative Support and Clerical Occupations

| | |
|--|-------|
| 01011 - Accounting Clerk I | 8.87 |
| 01012 - Accounting Clerk II | 10.52 |
| 01013 - Accounting Clerk III | 12.97 |
| 01014 - Accounting Clerk IV | 15.92 |
| 01030 - Court Reporter | 16.65 |
| 01050 - Dispatcher, Motor Vehicle | 13.34 |
| 01060 - Document Preparation Clerk | 9.92 |
| 01070 - Messenger (Courier) | 8.29 |
| 01090 - Duplicating Machine Operator | 9.92 |
| 01110 - Film/Tape Librarian | 9.15 |
| 01115 - General Clerk I | 8.27 |
| 01116 - General Clerk II | 9.30 |
| 01117 - General Clerk III | 10.09 |
| 01118 - General Clerk IV | 11.33 |
| 01120 - Housing Referral Assistant | 14.88 |
| 01131 - Key Entry Operator I | 9.11 |
| 01132 - Key Entry Operator II | 9.94 |
| 01191 - Order Clerk I | 10.04 |
| 01192 - Order Clerk II | 10.95 |
| 01261 - Personnel Assistant (Employment) I | 11.41 |
| 01262 - Personnel Assistant (Employment) II | 12.83 |
| 01263 - Personnel Assistant (Employment) III | 13.57 |
| 01264 - Personnel Assistant (Employment) IV | 15.12 |
| 01270 - Production Control Clerk | 15.92 |
| 01290 - Rental Clerk | 8.88 |
| 01300 - Scheduler, Maintenance | 10.29 |
| 01311 - Secretary I | 10.29 |
| 01312 - Secretary II | 11.21 |
| 01313 - Secretary III | 14.88 |
| 01314 - Secretary IV | 16.23 |
| 01315 - Secretary V | 17.99 |
| 01320 - Service Order Dispatcher | 13.02 |
| 01341 - Stenographer I | 14.59 |
| 01342 - Stenographer II | 16.18 |
| 01400 - Supply Technician | 16.23 |
| 01420 - Survey Worker (Interviewer) | 10.66 |
| 01460 - Switchboard Operator-Receptionist | 9.02 |
| 01510 - Test Examiner | 11.21 |
| 01520 - Test Proctor | 11.21 |

| | |
|---|-------|
| 01531 - Travel Clerk I | 9.96 |
| 01532 - Travel Clerk II | 10.65 |
| 01533 - Travel Clerk III | 11.34 |
| 01611 - Word Processor I | 10.99 |
| 01612 - Word Processor II | 11.32 |
| 01613 - Word Processor III | 12.66 |
| 03000 - Automatic Data Processing Occupations | |
| 03010 - Computer Data Librarian | 11.05 |
| 03041 - Computer Operator I | 11.05 |
| 03042 - Computer Operator II | 11.28 |
| 03043 - Computer Operator III | 13.35 |
| 03044 - Computer Operator IV | 14.83 |
| 03045 - Computer Operator V | 16.44 |
| 03071 - Computer Programmer I (1) | 16.51 |
| 03072 - Computer Programmer II (1) | 20.66 |
| 03073 - Computer Programmer III (1) | 25.18 |
| 03074 - Computer Programmer IV (1) | 27.62 |
| 03101 - Computer Systems Analyst I (1) | 23.76 |
| 03102 - Computer Systems Analyst II (1) | 27.62 |
| 03103 - Computer Systems Analyst III (1) | 27.62 |
| 03160 - Peripheral Equipment Operator | 11.61 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automotive Body Repairer, Fiberglass | 16.86 |
| 05010 - Automotive Glass Installer | 15.07 |
| 05040 - Automotive Worker | 15.07 |
| 05070 - Electrician, Automotive | 15.96 |
| 05100 - Mobile Equipment Servicer | 13.44 |
| 05130 - Motor Equipment Metal Mechanic | 16.86 |
| 05160 - Motor Equipment Metal Worker | 15.07 |
| 05190 - Motor Vehicle Mechanic | 16.86 |
| 05220 - Motor Vehicle Mechanic Helper | 12.70 |
| 05250 - Motor Vehicle Upholstery Worker | 14.21 |
| 05280 - Motor Vehicle Wrecker | 15.07 |
| 05310 - Painter, Automotive | 15.96 |
| 05340 - Radiator Repair Specialist | 15.07 |
| 05370 - Tire Repairer | 12.99 |
| 05400 - Transmission Repair Specialist | 16.86 |
| 07000 - Food Preparation and Service Occupations | |
| (not set) - Food Service Worker | 7.58 |
| 07010 - Baker | 9.58 |
| 07041 - Cook I | 8.76 |
| 07042 - Cook II | 9.82 |
| 07070 - Dishwasher | 6.60 |
| 07130 - Meat Cutter | 12.28 |
| 07250 - Waiter/Waitress | 6.97 |
| 09000 - Furniture Maintenance and Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 15.96 |
| 09040 - Furniture Handler | 11.23 |
| 09070 - Furniture Refinisher | 15.96 |
| 09100 - Furniture Refinisher Helper | 12.70 |
| 09110 - Furniture Repairer, Minor | 14.21 |
| 09130 - Upholsterer | 15.96 |
| 11030 - General Services and Support Occupations | |
| 11030 - Cleaner, Vehicles | 8.10 |
| 11060 - Elevator Operator | 8.21 |
| 11090 - Gardener | 11.16 |
| 11121 - House Keeping Aid I | 7.63 |
| 11122 - House Keeping Aid II | 9.25 |
| 11150 - Janitor | 9.15 |
| 11210 - Laborer, Grounds Maintenance | 9.35 |
| 11240 - Maid or Houseman | 7.63 |
| 11270 - Pest Controller | 12.94 |
| 11300 - Refuse Collector | 10.14 |
| 11330 - Tractor Operator | 11.35 |
| 11360 - Window Cleaner | 9.74 |
| 12000 - Health Occupations | |
| 12020 - Dental Assistant | 11.77 |
| 12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver | 10.93 |
| 12071 - Licensed Practical Nurse I | 10.72 |
| 12072 - Licensed Practical Nurse II | 12.02 |

| | |
|---|-------|
| 12073 - Licensed Practical Nurse III | 13.45 |
| 12100 - Medical Assistant | 10.93 |
| 12130 - Medical Laboratory Technician | 14.37 |
| 12160 - Medical Record Clerk | 11.00 |
| 12190 - Medical Record Technician | 13.54 |
| 12221 - Nursing Assistant I | 8.53 |
| 12222 - Nursing Assistant II | 9.58 |
| 12223 - Nursing Assistant III | 10.45 |
| 12224 - Nursing Assistant IV | 11.74 |
| 12250 - Pharmacy Technician | 12.63 |
| 12280 - Phlebotomist | 11.90 |
| 12311 - Registered Nurse I | 16.94 |
| 12312 - Registered Nurse II | 20.73 |
| 12313 - Registered Nurse II, Specialist | 20.73 |
| 12314 - Registered Nurse III | 25.08 |
| 12315 - Registered Nurse III, Anesthetist | 25.08 |
| 12316 - Registered Nurse IV | 30.05 |
| 13000 - Information and Arts Occupations | |
| 13002 - Audiovisual Librarian | 18.76 |
| 13011 - Exhibits Specialist I | 15.39 |
| 13012 - Exhibits Specialist II | 19.07 |
| 13013 - Exhibits Specialist III | 23.33 |
| 13041 - Illustrator I | 16.93 |
| 13042 - Illustrator II | 20.98 |
| 13043 - Illustrator III | 24.94 |
| 13047 - Librarian | 17.07 |
| 13050 - Library Technician | 12.55 |
| 13071 - Photographer I | 12.77 |
| 13072 - Photographer II | 15.96 |
| 13073 - Photographer III | 19.44 |
| 13074 - Photographer IV | 24.21 |
| 13075 - Photographer V | 29.34 |
| 15000 - Laundry, Dry Cleaning, Pressing and Related Occupations | |
| 15010 - Assembler | 6.97 |
| 15030 - Counter Attendant | 6.97 |
| 15040 - Dry Cleaner | 8.71 |
| 15070 - Finisher, Flatwork, Machine | 6.97 |
| 15090 - Presser, Hand | 6.97 |
| 15100 - Presser, Machine, Drycleaning | 6.97 |
| 15130 - Presser, Machine, Shirts | 6.97 |
| 15160 - Presser, Machine, Wearing Apparel, Laundry | 6.97 |
| 15190 - Sewing Machine Operator | 9.29 |
| 15220 - Tailor | 9.89 |
| 15250 - Washer, Machine | 7.55 |
| 19000 - Machine Tool Operation and Repair Occupations | |
| 19010 - Machine-Tool Operator (Toolroom) | 17.80 |
| 19040 - Tool and Die Maker | 21.40 |
| 21000 - Material Handling and Packing Occupations | |
| 21010 - Fuel Distribution System Operator | 17.01 |
| 21020 - Material Coordinator | 15.92 |
| 21030 - Material Expediter | 15.92 |
| 21040 - Material Handling Laborer | 13.05 |
| 21050 - Order Filler | 12.17 |
| 21071 - Forklift Operator | 13.12 |
| 21080 - Production Line Worker (Food Processing) | 12.70 |
| 21100 - Shipping/Receiving Clerk | 12.17 |
| 21130 - Shipping Packer | 12.17 |
| 21140 - Store Worker I | 9.81 |
| 21150 - Stock Clerk (Shelf Stocker; Store Worker II) | 13.74 |
| 21210 - Tools and Parts Attendant | 13.12 |
| 21400 - Warehouse Specialist | 13.12 |
| 23000 - Mechanics and Maintenance and Repair Occupations | |
| 23010 - Aircraft Mechanic | 17.61 |
| 23040 - Aircraft Mechanic Helper | 13.74 |
| 23050 - Aircraft Quality Control Inspector | 18.54 |
| 23060 - Aircraft Servicer | 15.02 |
| 23070 - Aircraft Worker | 15.74 |
| 23100 - Appliance Mechanic | 15.96 |
| 23120 - Bicycle Repairer | 12.99 |
| 23125 - Cable Splicer | 24.02 |

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| 23130 - Carpenter, Maintenance | 15.96 |
| 23140 - Carpet Layer | 22.07 |
| 23160 - Electrician, Maintenance | 22.08 |
| 23181 - Electronics Technician, Maintenance I | 16.19 |
| 23182 - Electronics Technician, Maintenance II | 19.41 |
| 23183 - Electronics Technician, Maintenance III | 22.10 |
| 23260 - Fabric Worker | 15.44 |
| 23290 - Fire Alarm System Mechanic | 18.55 |
| 23310 - Fire Extinguisher Repairer | 14.32 |
| 23340 - Fuel Distribution System Mechanic | 18.55 |
| 23370 - General Maintenance Worker | 15.07 |
| 23400 - Heating, Refrigeration and Air Conditioning Mechanic | 17.50 |
| 23430 - Heavy Equipment Mechanic | 18.65 |
| 23440 - Heavy Equipment Operator | 17.56 |
| 23460 - Instrument Mechanic | 19.24 |
| 23470 - Laborer | 9.94 |
| 23500 - Locksmith | 17.12 |
| 23530 - Machinery Maintenance Mechanic | 18.62 |
| 23550 - Machinist, Maintenance | 16.51 |
| 23580 - Maintenance Trades Helper | 13.14 |
| 23640 - Millwright | 19.04 |
| 23700 - Office Appliance Repairer | 17.57 |
| 23740 - Painter, Aircraft | 17.25 |
| 23760 - Painter, Maintenance | 19.01 |
| 23790 - Pipefitter, Maintenance | 21.49 |
| 23800 - Plumber, Maintenance | 17.73 |
| 23820 - Pneudraulic Systems Mechanic | 18.62 |
| 23850 - Rigger | 18.62 |
| 23870 - Scale Mechanic | 16.46 |
| 23890 - Sheet-Metal Worker, Maintenance | 18.53 |
| 23910 - Small Engine Mechanic | 15.07 |
| 23930 - Telecommunication Mechanic I | 19.36 |
| 23931 - Telecommunication Mechanic II | 20.04 |
| 23950 - Telephone Lineman | 19.36 |
| 23960 - Welder, Combination, Maintenance | 16.86 |
| 23965 - Well Driller | 16.86 |
| 23970 - Woodcraft Worker | 18.62 |
| 23980 - Woodworker | 14.41 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 8.00 |
| 24580 - Child Care Center Clerk | 11.08 |
| 24600 - Chore Aid | 7.75 |
| 24630 - Homemaker | 12.89 |
| 25000 - Plant and System Operation Occupations | |
| 25010 - Boiler Tender | 18.33 |
| 25040 - Sewage Plant Operator | 18.05 |
| 25070 - Stationary Engineer | 18.33 |
| 25190 - Ventilation Equipment Tender | 12.97 |
| 25210 - Water Treatment Plant Operator | 17.73 |
| 27000 - Protective Service Occupations | |
| (not set) - Police Officer | 21.39 |
| 27004 - Alarm Monitor | 12.04 |
| 27006 - Corrections Officer | 18.00 |
| 27010 - Court Security Officer | 19.14 |
| 27040 - Detention Officer | 18.00 |
| 27070 - Firefighter | 18.02 |
| 27101 - Guard I | 9.25 |
| 27102 - Guard II | 11.24 |
| 28000 - Stevedoring/Longshoremen Occupations | |
| 28010 - Blocker and Bracer | 17.55 |
| 28020 - Hatch Tender | 17.55 |
| 28030 - Line Handler | 17.55 |
| 28040 - Stevedore I | 16.15 |
| 28050 - Stevedore II | 19.95 |
| 29000 - Technical Occupations | |
| 21150 - Graphic Artist | 17.12 |
| 29010 - Air Traffic Control Specialist, Center (2) | 31.48 |
| 29011 - Air Traffic Control Specialist, Station (2) | 21.71 |
| 29012 - Air Traffic Control Specialist, Terminal (2) | 23.91 |
| 29023 - Archeological Technician I | 15.14 |

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| 29024 - Archeological Technician II | 16.93 |
| 29025 - Archeological Technician III | 20.98 |
| 29030 - Cartographic Technician | 22.86 |
| 29035 - Computer Based Training (CBT) Specialist/ Instructor | 23.76 |
| 29040 - Civil Engineering Technician | 17.37 |
| 29061 - Drafter I | 11.59 |
| 29062 - Drafter II | 14.72 |
| 29063 - Drafter III | 18.44 |
| 29064 - Drafter IV | 22.86 |
| 29081 - Engineering Technician I | 10.43 |
| 29082 - Engineering Technician II | 13.26 |
| 29083 - Engineering Technician III | 16.57 |
| 29084 - Engineering Technician IV | 20.53 |
| 29085 - Engineering Technician V | 25.13 |
| 29086 - Engineering Technician VI | 30.39 |
| 29090 - Environmental Technician | 15.96 |
| 29100 - Flight Simulator/Instructor (Pilot) | 27.62 |
| 29160 - Instructor | 16.72 |
| 29210 - Laboratory Technician | 14.43 |
| 29240 - Mathematical Technician | 19.11 |
| 29361 - Paralegal/Legal Assistant I | 12.46 |
| 29362 - Paralegal/Legal Assistant II | 15.55 |
| 29363 - Paralegal/Legal Assistant III | 17.12 |
| 29364 - Paralegal/Legal Assistant IV | 19.28 |
| 29390 - Photooptics Technician | 17.37 |
| 29480 - Technical Writer | 24.84 |
| 29491 - Unexploded Ordnance (UXO) Technician I | 20.02 |
| 29492 - Unexploded Ordnance (UXO) Technician II | 24.22 |
| 29493 - Unexploded Ordnance (UXO) Technician III | 29.03 |
| 29494 - Unexploded (UXO) Safety Escort | 20.02 |
| 29495 - Unexploded (UXO) Sweep Personnel | 20.02 |
| 29620 - Weather Observer, Senior (3) | 17.80 |
| 29621 - Weather Observer, Combined Upper Air and Surface Programs (3) | 16.02 |
| 29622 - Weather Observer, Upper Air (3) | 16.02 |
| 31000 - Transportation/ Mobile Equipment Operation Occupations | |
| 31030 - Bus Driver | 13.77 |
| 31260 - Parking and Lot Attendant | 7.72 |
| 31290 - Shuttle Bus Driver | 11.62 |
| 31300 - Taxi Driver | 9.36 |
| 31361 - Truckdriver, Light Truck | 11.62 |
| 31362 - Truckdriver, Medium Truck | 17.02 |
| 31363 - Truckdriver, Heavy Truck | 16.09 |
| 31364 - Truckdriver, Tractor-Trailer | 16.09 |
| 99000 - Miscellaneous Occupations | |
| 99020 - Animal Caretaker | 7.64 |
| 99030 - Cashier | 8.04 |
| 99041 - Carnival Equipment Operator | 9.08 |
| 99042 - Carnival Equipment Repairer | 9.95 |
| 99043 - Carnival Worker | 7.57 |
| 99050 - Desk Clerk | 7.58 |
| 99095 - Embalmer | 21.04 |
| 99300 - Lifeguard | 10.52 |
| 99310 - Mortician | 21.46 |
| 99350 - Park Attendant (Aide) | 13.21 |
| 99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech) | 10.09 |
| 99500 - Recreation Specialist | 10.49 |
| 99510 - Recycling Worker | 13.45 |
| 99610 - Sales Clerk | 9.64 |
| 99620 - School Crossing Guard (Crosswalk Attendant) | 9.19 |
| 99630 - Sport Official | 10.52 |
| 99658 - Survey Party Chief (Chief of Party) | 18.13 |
| 99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.) | 15.30 |
| 99660 - Surveying Aide | 11.26 |
| 99690 - Swimming Pool Operator | 11.79 |
| 99720 - Vending Machine Attendant | 11.05 |
| 99730 - Vending Machine Repairer | 13.11 |
| 99740 - Vending Machine Repairer Helper | 11.05 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.